

# **ruggedBOARD – A5D2x**

## **Pre - Order Terms and Conditions**

**Document No. : RB-PRT-001-A0**

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These Pre-Order Terms and Conditions (“Terms”) govern the placing of pre-orders (“Pre-Order”) with Rugged Boards (“we”, “us”, or “Rugged Boards”) for our electronic/Semiconductor products and other accessories (“Products”). Please read these Terms carefully before submitting your Pre-Order of any Rugged Boards Products. By submitting your Pre-Order, you agree to be legally bound by these terms.

## 1. Pre-Order Reservation

When placing a Pre-Order for Rugged Boards Products, you will be required to provide certain information, such as your address and billing information. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. Rugged Boards shall have no responsibility or liability for inaccurate information or information that later becomes outdated, and shall have no obligation to make efforts to determine the correct contact or shipping information. You can update your information at any time prior to your product being shipped by sending an e-mail to [info@ruggedboards.com](mailto:info@ruggedboards.com).

You acknowledge and agree that Rugged Boards may decline or delay reservations to avoid oversubscription or as it deems appropriate, provided that we will make efforts to inform you within two (2) weeks of our receipt of your Pre-Order, and that you will be entitled to a full refund of the purchase Price.

## 2. Payment

You will not be charged the Price of the Products at the time of placing the Pre-Order. If Rugged Boards is unable to commence shipping the Products on or before the four months of your placing the Pre-Order, Rugged Boards shall process a full refund to you in case you have paid the amount in advance. **Delivery charges and GST will be applicable on each order upon the base price mentioned in the website.** Payment options are cash, NEFT, and cheque deposits to our designated bank. Materials will be dispatched only after payment has been credited to our account.

## 3. Priority

Rugged Boards will build Products according to the order in which the Pre-Order is received. This position does not imply receiving a particular number associated with your Products. If you cancel or forfeit your reservation in accordance with the terms of this Agreement, your position will be taken by the next person on the Product reservation list. Notwithstanding the foregoing, you acknowledge and agree that we may need to build and use Products for a variety of purposes, such as in-house and third-party testing, evaluation, and display prior to fulfilling Product reservations. Furthermore, we may in our discretion prior to fulfilling Product reservations offer for sale to the public (for instance, by auctioning off) a limited number of Products. Please consult our website or our newsletter for more information about such events.

## 4. Delivery Schedule

Although we will make efforts to begin delivering Products as soon as reasonably practicable, you understand and agree that there may be delays. An estimated time of delivery (ETD) is only an estimate, is subject to change, and Rugged Boards does not represent or warrant that it will be able to ship the Product by the estimated date. Delivery schedule will be published in [www.ruggedboard.com](http://www.ruggedboard.com) periodically as per availability of product for dispatch. As a result, in the event that a delay arises and the estimated shipment and/or release of the product is not met, Rugged Boards is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. We will provide you periodical updates with respect to such delivery schedule through our website and newsletters. If for any reason you decide that you do not wish to continue to wait for your Product, you may cancel your reservation as provided for in Section 6 below.

## 5. Price

The purchase price (“Price”) does not include taxes and other government charges, which are your responsibility. If the Price drops after you have pre-ordered, we will refund you the difference if paid in advance. If the Price goes up, your order is secure at the low Price. The Pre-Order Price is valid from the moment you place the Pre-Order right up to 10 days after you receive the item. To claim a refund for the difference, email us at [info@ruggedboards.com](mailto:info@ruggedboards.com).

## 6. Cancellation

You or Rugged Boards may cancel this reservation by terminating the Pre-Order at any time for any or no reason prior to our notice to you that your Product is ready for delivery. If you do so prior to our notice of delivery, you will obtain a refund of the purchase Price without interest. If Rugged Boards cancels your reservation you will receive a full refund of the purchase Price without interest (and you will not pay any processing fee).

## 7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL RUGGED BOARDS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT. IN THE EVENT RUGGED BOARDS IS HELD LIABLE FOR ANY DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE THE FULL REFUND OF YOUR PURCHASE PRICE WITHOUT INTEREST.

## 8. Terms and Conditions of Sale

The purchase of the Products is subject to additional terms and conditions provided by Rugged Boards, including in respect of any software included in the Products or intellectual property embodied in the Products or data collected by the Products. The current Terms and Conditions of Sale can be found in the footer of the checkout page and are subject to change without notice. Your purchase of the Product will be subject to these terms and conditions and the refund policy.

## 9. Customer Information

We will use any information that we may collect about you only in accordance with [our privacy policy](#).

## 10. DISCLAIMER.

RUGGED BOARDS DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROTOTYPE PRODUCT DISPLAYED BY RUGGED BOARDS WHETHER BEFORE OR AFTER YOU HAVE PLACED THE PRE-ORDER. YOU UNDERSTAND AND AGREE THAT THE PRODUCT, ITS DESIGN AND TECHNICAL FEATURES ARE CURRENTLY UNDER DEVELOPMENT AND THAT THE PRODUCT THAT MAY BE AVAILABLE FOR PURCHASE BY YOU MAY BE MATERIALLY DIFFERENTLY FROM THE PROTOTYPE PRODUCT. IF FOR ANY REASON YOU ARE UNHAPPY WITH THE FINAL VERSION OF THE PRODUCT, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO CANCEL YOUR PRE-ORDER AS DESCRIBED IN SECTION 6 ABOVE.

## 11. Changes to the Terms

Rugged Boards reserves the right to change any of the terms for any or no reason without prior notice. We will provide notice of any material changes and, if you are unhappy with such changes, your sole and exclusive remedy will be to cancel your reservation as described in Section 6 above.

## 12. Miscellaneous Provisions

These Terms constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior agreements, representations and understandings of the parties. This Agreement shall be governed by and shall be construed in accordance with the laws of Indian Panel Court. The venue for any actions relating to the subject matter or enforcement of this Agreement shall be in Bangalore, India, the place where this Agreement was entered and is to be performed. You may not assign this Agreement or any of the rights granted to you hereunder.